IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.BALAKRISHNAN NAIR

THURSDAY, THE 8TH FEBRUARY 2007 / 19TH MAGHA 1928

WP(C).No. 31315 of 2006(C)

PETITIONER:

GANESH PRASAD, AGED 28 YEARS,
S/O. NARAYANAN, R/AT. SANDHYA NIVAS,
KUDLU VILLAGE, R.D.NAGAR POST,
KASARAGOD DISTRICT.

BY ADV. SMT.R.PADMAKUMARI

RESPONDENTS:

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1. REGIONAL TRANSPORT AUTHORITY,
KASARAGOD.

2. SECRETARY REGIONAL TRANSPORT AUTHORITY,
KASARAGOD.

3. M/S. SRIRAM INVESTMENTS LTD.,
160-A/31, 2ND FLOOR, LAND MARK,
CENTRE, OPP. NEW BUS STAND, KASARAGOD.

BY GOVERNMENT PLEADER SMT.M.K. PUSHPALATHA

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 08/02/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1- THE TRUE COPY OF THE DEMAND NOTICE DATED 7.7.2006 ISSUED BY THE THIRD RESPONDENT

EXT.P2- A TRUE COPY OF THE JUDGMENT IN O.S.253/06 DATED 30.9.06 ON THE FILES OF THE MUNSIFF COURT, KASARAGOD

EXT.P3- THE TRUE COPYOF THE REQUEST DATED 6.11.06 FILED BY THE PETITIONER

EXT.P4- THE TRUE COPY OF THE APPLICATION IN FORM 35 FILED BY THE PETITIONER

(TRUE COPY)

P.S TO JUDGE

K.BALAKRISHNAN NAIR, J.

W.P.(C) NO. 31315 OF 2006-C

JUDGMENT

The petitioner is the owner of a stage carriage bearing No.KL-14/D 5566. The said vehicle was purchased by availing a loan from the 3rd respondent under a hire-purchase agreement. Though, he cleared the entire amount due, the 3rd respondent did not issue NOC for cancelling the HP agreement endorsed in the registration certificate. So, he along with another filed O.S.No.253/2006 before the Munsiff's Court, Kasaragod. The suit was decreed, declaring that no further amount is due to the 3rd respondent, who was the defendant in that suit, under the hire-purchase agreement in relation to the vehicle KL-14/D 5566. The 3rd respondent was directed by a mandatory injunction to issue clearance certificate to the 1st plaintiff, who is the petitioner herein, in respect of the above said vehicle. In the light of the said judgment, which is produced as Ext.P2 in this writ petition, the petitioner moved the 2nd respondent to cancel the endorsement regarding the hire-purchase agreement with the 3rd respondent. When no action was taken on the said motion made by the petitioner by filing Ext.P3 representation, this Writ Petition was filed. Though, notice was served on the 3rd

respondent, no one appeared for the said respondent.

2. I heard the learned Government Pleader for respondents 1 and 2. If Ext.P2 judgment is not stayed or modified by the appellate court, the endorsement in the R.C in favour of the 3rd respondent is liable to be cancelled. Accordingly, the 2nd respondent is directed to issue notice to the petitioner and the 3rd respondent and take a decision on Ext.P3 representation of the petitioner within one month from the date of production of a copy of this judgment. It is ordered that if Ext.P2 is not stayed or modified by the appellate court, the 2nd respondent shall cancel the endorsement of HP agreement in the registration certificate of the aforesaid vehicle.

The Writ Petition is disposed of as above.

8th February, 2007. K.BALAKRISHNAN NAIR, JUDGE.

Nm/